



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Pediatric Services of America dba Aveanna Healthcare

Doing Business As, if applicable:

Business Address: 400 Interstate North Parkway, Suite 1600 Atlanta, GA 30339

Business Phone: 203-381-1530

Business email: Donnie.koch@aveanna.com/Alison.Ayer@aveanna.com

Funding Source & Acct # including location code: IDEA Handicapped Special Funds Account, account # 2504-5034-56903, Location Code: 0490 (*pending receipt of funds*)

Principal or Supervisor: Typhanie Jackson, Executive Director

Agreement Effective Dates: From July 01, 2023. To June 30, 2024.

Hourly rate or per session rate or per day rate.

- For 4 LPNs during the ESY Program, 07/05/2023 – 07/28/2023 @ a rate of pay \$60.00 per hour for a total of 18 days for 5 hours per day totaling \$21,600
- For 1 LPN during the school year 08/28/2023 – 06/30/2023 @ a rate of \$60.00 per hour, for 182 days for a maximum of 7 hours per day totaling \$76,440

Total amount: \$98,040

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

The contractor will provide 1:1 Nursing Care for special education students with complex medical needs during the of the ESY program, Pediatrics of America will provide 4 LPNs for the summer program and for the school year 2023-2024, Pediatrics of America will provide 1 LPN, in order to provide all nursing services required by the student's individual health care plan and maintain constant supervision of the student during the school day and during transportation to

and from home/school and school/home. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the students' Individual Education Plan (IEP).

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** May 23, 2023  
**Re:** Pediatric Services of America d/b/a Aveanna Healthcare Contract

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Please **answer all questions and attach any required documentation as indicated below**. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

**1. Contractor Name:** Pediatric Services of America dba Aveanna Healthcare

**2. Description of Service:** The contractor will provide 1:1 Nursing Care for special education students with complex medical needs during the ESY summer program and for the 2023-2024 School Year. In order to provide all nursing services required by the student's individual health care plan and maintain constant supervision of the student during the 2023-2024 School Year and summer program during transportation to and from home/school and school/home. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the students' Individual Education Plan (IEP).

**3. Amount of Agreement and hourly or session cost:**

- \$60.00 per hour for 5 hours per day for a total of 18 days for four (4) LPNs for the ESY Program (from July 05, 2023 to July 28, 2023 totaling \$21,600)
- \$60.00 per hour for 7 hours per day for or a total of 182 days for (1) LPN for the school year August 28, 2023 – June 30, 2024 totaling \$76,440

**4. Funding Source** and account number: IDEA Handicapped Special Funds Account, account # 2504-5034-56903, Location Code: 0490 (*pending receipt of funds*)

**5. Continuation/renewal or new Agreement?**

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal/increase \$2.00 per hour
- b. What would an alternative contractor cost: Comparable Costs
- c. If this is a continuation, when was the last time alternative quotes were requested? Annually

- d. For new or continuation: is this a service existing staff could provide. If no, why not?  
No as we have a shortage of nursing staff

#### **6. Type of Service:**

**Answer all questions:**

- e. Professional Development?  
i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
- f. After School or Extended Hours Program? No
- g. School Readiness or Head Start Programs? No
- h. Other: (Please describe)

#### **7. Contractor Classification:**

**Answer all questions:**

- i. Is the Contractor a Minority or Women Owned Business? No
- j. Is the Contractor Local? yes
- k. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- l. Is the Contractor a public corporation? No
- m. Is this a renewal/continuation Agreement or a new service? Renewal
- n. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- o. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

#### **8. Contractor Selection:**

**Answer all questions**

- p. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. This vendor is providing contracted nursing services to be delivered during our summer school program
- q. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Utilization of company, availability of nursing staff
- r. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Previous history and availability

#### **9. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- s. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? This contractor will provide nursing services
- t. If this is a renewal/continuation service attach a copy of the evaluation or archival Data that demonstrates effectiveness.
- u. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the strategic plan whereby addressing the health and safety needs of students

10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides necessary services for students.

11. What are the implications of not approving this Agreement? Summer school programs and the school year 2023-2024 would be without nursing support.



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

**Pediatric Services of America, LLC d/b/a Aveanna Healthcare**

FOR DEPARTMENT/PROGRAM:

**Special Education/Student Services Department**

This Agreement entered into on the 17<sup>th</sup> day of May, 2023 effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of July, 2023 by and between the New Haven Board of Education (herein referred to as the “Board” and, Pediatrics Services of America, LLC d/b/a Aveanna Healthcare located at, 400 Interstate North Parkway, Suite 1600 Atlanta, GA 30339 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of:

- **\$60.00** per hour for **5 hours** per day for a total of **18 days** for four (4) LPNs for the ESY Program (from July 05, 2023 to July 28, 2023 totaling **\$21,600**)
- **\$60.00** per hour for **7 hours** per day for or a total of **182 days** for (1) LPN for the school year August 28, 2023 – June 30, 2024 totaling **\$76,440**

The maximum amount the contractor shall be paid under this agreement: **Ninety-Eight Thousand Forty Dollars (\$98,040)**. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by **IDEA Handicapped Special Funds Program** of the New Haven Board of Education, **Account Number: 2504-5034-56903** (*pending receipt of funds*)  
**Location Code: 0 4 9 0**.

This agreement shall remain in effect from July 01, 2023 to June 30, 2024.

**SCOPE OF SERVICE:** *In the space below, please provide brief summary of service.*

- This contractor will provide 1:1 Nursing Care for special education students with complex medical needs during the of the 2023 ESY Summer Program. This contractor will also provide 1:1 Nursing Care for special education student with complex medical needs during the of the 2023-2024 school year, in order to provide all nursing services required by the student’s individual health care plan and maintain constant supervision of the student during the school day and during transportation to and from home/school and school/home. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the students’ Individual Education Plan (IEP).

**Exhibit A: Scope of Service:** Please attach contractor's detailed **Scope of Service** on contractor letterhead with all costs for services including travel and supplies, if applicable.


**Exhibit B: Student Data Privacy** - attached

**Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G** – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contractors **may begin service no sooner than the day after Board of Education approval.**

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
James Elkington (May 18, 2023 13:05 EDT)  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

May 18, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

James Elkington, SVP Revenue Cycle Management  
\_\_\_\_\_  
Contractor Printed Name & Title



**NEW HAVEN PUBLIC SCHOOLS**

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.



5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Pediatric Services of America, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above  <b>Aveanna Healthcare</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b>  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶             </p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                  Exempt payee code (if any) _____                  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small> </p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>PO Box 746256</b></p> <p><b>6</b> City, state, and ZIP code  <b>Atlanta GA 30374-6256</b></p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
5	8	-	1	5	8	4	8	6	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Colleen Kellerman</i>	Date ▶ 4/10/2023
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*






# New Haven & PSA 2023-24

Final Audit Report

2023-05-18

Created:	2023-05-18
By:	Donnie Koch (donnie.koch@aveanna.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMPYUJ_97L0WP26bcs4we_c-ljFERrRXj

## "New Haven & PSA 2023-24" History

-  Document created by Donnie Koch (donnie.koch@aveanna.com)  
2023-05-18 - 5:02:27 PM GMT- IP address: 24.99.205.247
-  Document emailed to James Elkington (james.elkington@aveanna.com) for signature  
2023-05-18 - 5:02:45 PM GMT
-  Email viewed by James Elkington (james.elkington@aveanna.com)  
2023-05-18 - 5:05:21 PM GMT- IP address: 104.47.51.126
-  Document e-signed by James Elkington (james.elkington@aveanna.com)  
Signature Date: 2023-05-18 - 5:05:57 PM GMT - Time Source: server- IP address: 12.125.52.98
-  Agreement completed.  
2023-05-18 - 5:05:57 PM GMT

## CONTRACTOR ASSESSMENT

Vendor Name: Pediatric Services of America, LLC d/b/d Aveanna Healthcare

Project Description: To provide 1:1 Nursing services program

Evaluator: Typhanie Jackson

Date: May 23, 2023

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
<b>Quality of contractor's Work</b>						
1. Attendance					x	
2. Effectiveness of consultation				x		
3. Ability to communicate with staff and parents				x		
4. Monitor and maintain social emotional behavioral records				x		
5. Appropriate recommendations for student programming				x		
<b>Working relationship of contractors with district</b>						
6. Timely submission of department data					x	
7. Positive feedback from staff and families				x		
8. Collegial, collaborative relationships with building professionals				x		
<b>Implementation of practice across the district</b>						
9. Flexibility in scheduling				x		
10. Team work with teacher and other professionals				x		